

ORDINANCE C-59-02

AN ORDINANCE TO AUTHORIZE THE APPROVAL OF A PRE-ANNEXATION AGREEMENT WITH CERTAIN OWNERS OF 115.399± ACRES LOCATED NORTH OF ZUBER ROAD AND WEST OF SEEDS ROAD

WHEREAS, a petition to annex 115.399± acres located north of Zuber Road and West of Seeds Road, has been filed by William F. Lotz, Sr. Trustee, et al., and signed by William F. Lotz, Sr. Trustee, Ronalds L. Long, Nancy S. Long, Janis K. Flowers, SU Trustee and T. Richard Barbee, Jr. (collectively, the "Property Owners"); and

WHEREAS, the Property Owners and the City of Grove City desire that said property be annexed to the city for development and economic purposes; and

WHEREAS, the Property Owners and the City of Grove City believe the annexation is best accomplished by the parties entering into a pre-annexation agreement to guide the parties on issues pertaining to property tax incentives that may be available in the future.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The City hereby agrees to enter into and hereby authorizes the City Administrator to enter into the Pre-Annexation Agreement, attached hereto as Exhibit "A" and made a part hereof, with the Property Owners.

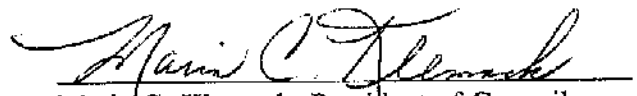
SECTION 2. The Agreement shall provide, among other things, that any future expansion of the area of CRA #1, which is adjacent to the Property, will include the property within such expansion, provided at the time of such expansion, the Property zoning has been changed to a non-residential classification.

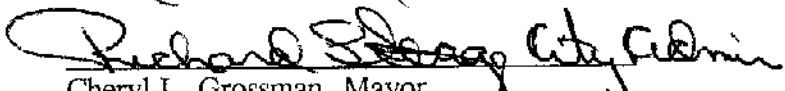
SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.*

Passed: 6-17-02
Effective: 6-17-02

Attest:

I Certify that this ordinance is correct as to form.


Maria C. Klemack, President of Council


Cheryl L. Grossman, Mayor


Tami K. Kelly, CMC/AAE, Clerk of Council


Thomas R. Clark, Director of Law

* Council waived the 30 day grace period @ second reading
and approved as an emergency.

C-59-02
Exhibit "A"

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (the "Agreement"), entered into this _____ day of _____, 2002, by and among the and CITY OF GROVE CITY, OHIO, an Ohio municipal corporation, with its principal offices at 4035 Broadway, Grove City, Ohio 43123-0427 (the "City"), WILLIAM F. LOTZ, SR., TRUSTEE, located at _____ ("Lotz"), RONALD L. LONG, located at _____ ("R. Long"), NANCY S. LONG, located at _____ ("N. Long"), JANIS K. FLOWERS, located at _____ ("Flowers"), and T. RICHARD BARBEE, JR., located at _____ ("Barbee" and, together with Lotz, R. Long, N. Long, and Flowers, the "Property Owners"):

WITNESSETH:

WHEREAS, the Property Owners have filed a petition for annexation (the "Annexation Petition") of 115.399 +/- acres (the "Real Property") to the City, which Real Property is described in Exhibit "A", attached hereto and made a part hereof, and, in connection with such Annexation Petition have requested that the City make available to the Real Property certain property tax incentives upon the satisfaction of certain conditions described herein; and

WHEREAS, the City has previously established a "community reinvestment area" ("CRA #1"), within the meaning of Ohio Revised Code Sections 3735.65 through 3735.70 (collectively, the "CRA Statute") in order to attract new businesses, development and economic value to the City, which CRA #1 is adjacent to the Real Property; and

WHEREAS, as an inducement for the Property Owners to continue the annexation process, the City is willing, upon the satisfaction of certain conditions described herein, to make available for the Real Property the real property tax incentives described in the CRA Statute; and

WHEREAS, by Ordinance No. _____, adopted by City Council for the City on June __, 2002, the City has authorized this Agreement;

NOW THEREFORE, in order to gain mutual benefits, the City, and the Property Owners covenant, agree and obligate themselves as follows:

Section 1. Annexation Petition. The Property Owners have filed the Annexation Petition thereby agreeing to annex the Real Property to the City. The Property Owners agree that, once this Agreement is fully executed by the Property Owners, none of the Property Owners will remove their names from the Annexation Petition. The City agrees to support the Annexation Petition through the entire annexation process, including any appeal of the Annexation Petition.

Section 2. CRA #1. If, following the effective date of this Agreement, the City undertakes to expand the area of CRA #1 and, at the time of such expansion, the Real Property has been rezoned to a non-residential classification, the City agrees that such expansion shall include the Real Property.

Section 3.

Miscellaneous.

- (a) This Agreement and the rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof and inure to the benefit of and be binding on the respective successors and assigns.
- (b) With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto, as provided herein.
- (c) No cancellation, modification, amendment or deletion of, or any addition or other change to, this Agreement or any provision thereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in a writing signed by the City and each of the Property Owners.
- (d) No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of the City in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving the City's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.
- (e) This Agreement shall inure to the benefit of and shall be binding upon the City and the Property Owners and their respective permitted successors and assigns.

The parties hereto agree to observe and perform faithfully at all times all covenants, agreements and obligations under this Agreement.

Each covenant, agreement and obligation of the City under this Agreement is binding upon each officer of the City, as applicable, who may have the authority or duty from time to time under law to take any action which may be necessary or advisable to observe or perform that covenant, agreement or obligation.

- (f) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

- (g) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- (h) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the Authority, its agents and employees, the Developer, its employees, contractors, subcontractors and agents, and the City, its agents and employees, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.
- (i) All representations and warranties of the parties hereto contained in this Agreement shall survive the execution and delivery of this Agreement.
- (j) If for any reason any one or more articles, sections, sentences, clauses or parts of this Agreement are held invalid by any court of law or duly authorized public body, such determination shall not affect, impair or invalidate the remaining provisions of this Agreement but shall be confined in its operation to the specific articles, sections, sentences, clauses or parts of this Agreement held invalid and the invalidity of any article, section, sentence, clause or part of the Agreement in any one or more instance shall not prejudice in any way the validity of the Agreement in any other instance.

[Balance of this page intentionally left blank]

IN WITNESS WHEREOF, the City and each of the Property Owners have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first written above.

**CITY OF GROVE CITY, OHIO, an Ohio
municipal corporation**

By: _____
Richard L. Stage, City Administrator

Per authority granted by Ordinance No. _____ passed on
the ____ day of June, 2002.

WILLIAM F. LOTZ, SR., TRUSTEE

RONALD L. LONG

NANCY S. LONG

JANIS K. FLOWERS

T. RICHARD BARBEE, JR.

EXHIBIT "A"

**DESCRIPTION OF APPROXIMATELY 115.399 ACRES LOCATED
IN JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO TO BE ANNEXED
TO THE CITY OF GROVE CITY, OHIO.**

Situated in the State of Ohio, County of Franklin and Township of Jackson, and being 115.399 acres, more or less, and being part of Virginia Military Survey No. 1365, and more particularly described as follows:

Beginning at a point in the southeast corner of the T. Richard Barbee Jr. 34.379 acre tract of land (Parcel 160-272) (also being in the north line of the Maynard and Opal Martino 70.12 acre tract of land (Parcel No. 160-167), and existing City of Grove City as established by Ordinance No. C-14-75 and of record in Misc. Record 164, Page 545, Franklin County Recorder's Office.

Thence westerly along the south line of said Barbee 34.379 acre tract (and being along the north line of the said Martino 70.12 acre tract of land and continuing along the north property line of the Maynard and Opal Martino 17.78 acre tract (Parcel No. 160-166) a total distance of 1827 feet more or less to a point at the northeast corner of the Janis K. Flowers SU Tr. 26.66 acre tract of land being (Parcel No. 160-114);

Thence southerly along the east property line of said Flowers 26.66 acre tract of land (also along the west property line of the said Martino 17.78 acre tract of land a distance of 2096.16 feet to the north right of way line of Zuber Rd. and being a point at the southeast corner of said Flowers 26.66 acre tract;

Thence westerly along the north Zuber Rd. right of way line and being the south property line of said Flowers 26.66 acre tract of land a distance of 554.3 feet to a point in the southwest corner of said Flowers 26.66 acre tract ;

Thence northerly along the west property line of said Flowers 26.66 acre tract also being along the east property line of the Kent L. and Fanny E. Amlin 5.012 acre tract (Parcel 160-2496) a distance of 1268.81 feet to a point in the west property line of said Flowers 26.66 acre tract and also being at the northeast corner of said Amlin 5.012 acre tract;

Thence westerly along the north property line of said Amlin 5.012 acre tract a distance of 172.07 feet to a point at the northwest corner of said Amlin 5.012 acre tract;

Thence southerly along the west property line of said Amlin 5.012 acre tract and also being the west property line of the Ronald L. and Nancy S. Long 10.650 acre tract (Parcel 160-2530) a distance of 1265 feet to the north right of way line of Zuber Rd. , also being at the southeast corner of said Long 10.650 acre tract;

Thence westerly along the south property line of said Long 10.650 acre tract and also being in the northerly right of way line of Zuber Rd., a distance of 172.1 feet to a point at the southwest corner of said Long 10.650 acre tract of land and also being at the southeast corner of the Michael J. and Kelly J. Thibault 1.389 acre tract (Parcel No. 160-2919);

Thence northerly along the east property line of said Thibault 1.389 acre tract and also being the west property line of said Long 10.650 acre tract, a distance of 350.0 feet to a point at the northeast corner of the said Thibault 1.389 acre tract and also being the southeast corner of the William F. Lotz Sr., Tr. 43.71 acre tract of land (Parcel No. 160-1582);

Thence westerly along the south property line of said Lotz 43.71 acre tract and being along the north property lines of said Thibault 1.389 acre tract, the Carol S. Durant .964 acre tract (Parcel No. 160-1723), the Ronald L. and Bobbie J. Mason .964 acre tract (Parcel No. 160-1710), the William D. and Martha L. Allmon .964 acre tract (Parcel No. 160-1724), the Ronald A. and Gertrude J. Sherman .964 acre tract (Parcel No. 160-1729), and the Larry M. Smith .964 acre tract (Parcel No. 160-48) a distance of 773.65 feet to a point in the south property line of said Lotz 43.71 acre tract and being at the northwest corner of said Smith .964 acre tract;

Thence southerly along the east property line of said Lots 43.71 acre tract also being the west property line of said Smith .964 acre tract, a distance of 350.00 feet, more or less, to the corner of said Lots 43.71 acre tract at a point in the northerly right of way line of Zuber Rd.;

Thence westerly along the south property line of said Lotz 43.71 acre tract, and also along the northerly right of way line of Zuber Rd., a distance of 404 feet to a point at the southeast corner of the William F. and Barbara A. Lotz 1.435 acre tract of land (Parcel No. 160-2924);

Thence northerly along the west property line of said Lotz 43.71 acre tract and also being the east property line of said Lotz 1.435 acre tract, a distance of 250 feet to the corner of said Lotz 43.71 acre tract and also being at the northeast corner of said Lotz 1.435 acre tract;

Thence westerly along the south property line of said Lotz 43.71 acre tract and also being the north property line of said Lotz 1.435 acre tract, a distance of 250 feet to a point at the corner southwest corner of said Lotz 43.71 acre tract and also being at the northwest corner of said Lotz 1.435 acre tract;

Thence northerly along the west property line of said Lotz 43.71 acre tract and also being the east property line of the James C. and Kelly J. Hart 5.023 acre tract of land (Parcel No. 160-5) a distance of 978.24 feet to a point at the northwest corner of said Lotz 43.71 acre tract and being at the southwest corner of the William F. and Janet Lotz 9.588 acre tract of land (Parcel No. 160-305) and also being at the south right of way of I-71;

Thence northeasterly along the north property line of said Lotz 43.71 acre tract and also being along the southerly Limited Access Right of Way of I-71, a distance of 1586.13 feet to a point at the northwest corner of said Long 10.65 acre tract; then continuing along the southerly Limited Access Right of Way of I-71 and along the north property line of said Long 10.65 acre tract a distance of 380.87 feet to a point at the northwest corner of said Flowers 26.66 tract; then continuing along the southerly Limited Access Right of Way of I-71 a distance of 105 feet to a point at the southwest corner of said Barbee 34.379 acre tract; and then continuing along the southerly Limited Access Right of Way of I-71 a distance of 2190 feet, more or less, to a point of intersection of the southerly Limited Access Right of Way of I-17 and the east property line of said Barbee 34.379 acre tract of land (Parcel 160-272);

Thence southerly along the east property line of said Barbee 34.379 acre tract and being the west property line of the Kenneth R. Campbell Tr. 40.706 acre tract of land in the City of Grove City, (Parcel No. 040-4959) and also being along the current Grove City municipal corporation limits, a distance of 1042 feet, more or less, to the place of beginning, containing 115.399 acres of land, more or less.